

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Susan Dean/797-1042

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A Resolution of the Town of Davie, Florida, authorizing the execution of the Thirteenth Year Recycling Grant Agreement from Broward County.

**REPORT IN BRIEF:** This resolution authorizes Council to execute the Thirteenth Year Recycling Grant Agreement. The Town plans to purchase single family recycling containers and educational materials. There is no match required.

**PREVIOUS ACTIONS:** The Town Council has recommended approval of the annual recycling grant agreement for the past twelve years.

**CONCURRENCES:**

**FISCAL IMPACT:**

Has request been budgeted? yes

If yes, expected cost: \$9,037

Account Name: Recycling Grant Expenditure

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments: This is a 100% reimbursement grant and requires no match

**RECOMMENDATION(S):**

Motion to approve the resolution

**Attachment(s):**

Resolution

Recycling Grant Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE  
EXECUTION OF THE THIRTEENTH YEAR RECYCLING GRANT AGREEMENT  
FROM BROWARD COUNTY.

WHEREAS, Broward County has been awarded Thirteenth Year Recycling and Education  
Grant funds by the Florida Department of Environmental Regulation; and

WHEREAS, the County and the Department of Environmental Regulation have entered into  
a grant agreement in order to implement the grant program; and

WHEREAS, the County and the Town of Davie wish to enter into this Agreement in order  
to enhance recycling and related educational services to the residents of the Town of Davie; and

WHEREAS, said grant would provide funds to continue the enhancement of the recycling  
program in the Town of Davie; and

WHEREAS, Broward County has awarded a grant in the amount of \$9,037 to the Town  
subject to the execution of the Thirteenth Year Recycling Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE,  
FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to  
execute the Thirteenth Year Recycling Grant Award Agreement between the Town of Davie and  
Broward County, attached hereto as Exhibit A.

SECTION 2. That the appropriate Town staff are hereby authorized to administer the  
provisions of said grant.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

AGREEMENT  
BETWEEN  
BROWARD COUNTY  
AND  
TOWN OF DAVIE  
FOR  
THIRTEENTH YEAR RECYCLING GRANT PROGRAM

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This Agreement for Thirteenth Year Recycling Grant Funds hereinafter referred to as "Agreement" is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

TOWN OF DAVIE, a municipal corporation of the state of Florida hereinafter referred to as "TOWN."

WITNESSETH

IN CONSIDERATION of the foregoing premises and the mutual terms and conditions herein, COUNTY and TOWN hereby agree as follows:

ARTICLE 1  
DEFINITIONS

- 1.1 AGREEMENT: This Agreement between the specified TOWN and COUNTY for 2000 - 2001 Recycling Grant Program.
  - 1.2 TOWN: The municipality in the state of Florida specified in this Agreement.
  - 1.3 CONTRACT ADMINISTRATOR: The Director of the Broward County Recycling and Contract Administration Division.
  - 1.4 COUNTY: Broward County, a body corporate and politic and political subdivision of the state of Florida.
  - 1.5 DEPARTMENT: Florida Department of Environmental Protection.
-

- 1.6 GRANT AGREEMENT: The Agreement between the Department and COUNTY awarding 2000-2001 Recycling Grant Funds to the COUNTY.

ARTICLE 2  
SCOPE OF SERVICES

- 2.1 TOWN agrees to provide and implement the grant project(s), proposed in its Fiscal Year (FY) 2000-2001 grant application, hereinafter collectively referred to as "Project." The grant application listing the projects is attached as Exhibit "A."
- 2.2 TOWN shall submit to COUNTY a detailed spending plan, hereinafter referred to as "Plan," for the Project which shall include a detailed work schedule, estimated cash flow requirements, and proposed work output measures. The Plan shall be submitted to COUNTY with this Agreement. Thereafter, the Plan may be updated and submitted fifteen (15) days after the close of each financial quarter for the grant period. This Plan shall be used to guide the implementation of the Project by the TOWN and to monitor and evaluate the Project by COUNTY and Board.
- 2.3 Any equipment purchased by TOWN with grant funds must be dedicated to the grant programs for the life of the equipment. All equipment procured with grant funds will be titled and tagged to the TOWN and included on TOWN's asset listing.

ARTICLE 3  
TERM OF AGREEMENT

- 3.1 This Agreement shall be effective upon proper execution by COUNTY and TOWN and shall remain in effect until all allocated funds have been disbursed to Contract Communities but no later than January 31, 2002, unless terminated earlier pursuant to Article 7 of this Agreement.
- 3.2 Grant funds allocated to TOWN shall be used by TOWN for Project related costs incurred between October 1, 2000, and September 30, 2001, if paid by September 30, 2001.

ARTICLE 4  
PROJECT FUNDING

- 4.1 TOWN shall provide any additional funds required to fully implement the proposed Project. The budget for the Project is described and set forth in Exhibit "A."

- 4.2 The amount payable by COUNTY to TOWN under this Agreement shall be Nine Thousand Thirty-Seven Dollars (\$9,037.00). All payments by COUNTY to TOWN under this Agreement shall be contingent upon the COUNTY receiving grant funds provided for in the Grant Agreement.
- 4.3 To the extent the Florida Department of Environmental Protection, hereinafter referred to as "DEP," pays grant funds to the COUNTY for the Project in the form of a reimbursement, the COUNTY shall reimburse the TOWN such grant funds. Reimbursements shall be made by the COUNTY to the TOWN upon receipt of funds by the COUNTY.
- 4.4 To the extent that the TOWN does not use grant funds or adequately document spending plans in accordance with Section 2.2, the COUNTY may reallocate uncommitted funds in compliance with the recommendation of the Technical Advisory Committee, hereinafter referred to as "TAC," without a formal contract amendment. TOWN shall have the opportunity to appear before TAC prior to a reallocation.

ARTICLE 5  
REQUESTS FOR REIMBURSEMENT  
AND METHOD OF PAYMENT

- 5.1 TOWN shall submit to COUNTY, monthly, its request for reimbursement or report on the expenditure of allocated funds in the form of an original Report of Recycling and Education Grant Expenditures Form, more specifically described as set forth in Exhibit "B," as it may be modified from time to time in order for the COUNTY to comply with requirements of the DEP, along with copies of invoices and other expenditure support documentation as required by COUNTY. The reimbursement requests shall include all costs from October 1, 2000 to September 30, 2001.
- 5.2 TOWN shall submit to COUNTY, monthly, its recovery of recycled material, other than that which is sent to the Materials Recovery Facility, on the Monthly Recycling Report Form more specifically described and as set forth in Exhibit "C," as it may be modified from time to time in order to comply with requirements of the DEP, along with copies of other recovery support documentation as required by COUNTY.
- 5.3 TOWN shall maintain accurate records of all Project revenue and expenditures including grant and any additional funds used and shall make available such records at all reasonable times for inspection, review, and audit by the COUNTY and DEP. Records shall be kept for at least three (3) years.

- 5.4 TOWN shall include the grant funds received from COUNTY in TOWN's annual audit performed under the Single Audit Act (A128).
- 5.5 TOWN shall submit to the COUNTY, a report listing items purchased with grant funds costing an amount greater than Five Hundred Dollars (\$500.00) within thirty (30) days after purchase of the item.
- 5.6 Should the DEP terminate the Grant Agreement, refuse a request for reimbursement, or demand a refund due to the COUNTY or TOWN not maintaining accurate records or making non-allowable expenditures, or for any other reason, the party causing the loss shall be responsible, as between the COUNTY and TOWN, for any amount lost, not reimbursed, or refunded.
- 5.7 TOWN shall submit its final request for reimbursement or report on the expenditure of Grant funds on the Report of Recycling and Education Grant Expenditures Form to COUNTY no later than September 10, 2001.
- 5.8 TOWN shall submit proof of funds encumbered (copy of requisition or purchase order) by August 1, 2001, for remaining Recycling Grant Funds.
- 5.9 COUNTY and TOWN agree to comply with DEP's rules concerning grant funds. A copy of the Grant Guidelines is included in Exhibit "D."
- 5.10 TOWN shall notify COUNTY at least sixty (60) days prior to disposing of any piece of equipment, with an original purchase price of Five Hundred Dollars (\$500.00) or more, purchased with grant funds. COUNTY shall have the right to purchase from TOWN, such pieces of equipment at any time during the sixty (60) day notice period for Twenty Dollars (\$20.00). In the event COUNTY elects to purchase such equipment, TOWN shall take any and all acts necessary to convey title free of any and all encumbrances.

#### ARTICLE 6 EVALUATION AND MONITORING

- 6.1 TOWN agrees that COUNTY will carry out periodic monitoring and evaluation activities. Such evaluation will be based on the terms of this Agreement, the Grant Agreement, Department policies, rules, and regulations.
- 6.2 TOWN shall attend quarterly meetings with COUNTY or submit written quarterly progress reports to COUNTY describing the status of Plan implementation. The failure to attend all such meetings or submit such reports shall be grounds for denial of reimbursement to TOWN by COUNTY for grant expenditures.

**ARTICLE 7**  
**TERMINATION**

- 7.1 This Agreement is subject to the availability of funds. Should funds no longer be available, this Agreement may be terminated by either the COUNTY or TOWN on ten (10) days' notice.
- 7.2 If, through any cause, TOWN fails to commence work on the Project within sixty (60) days after execution of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, or if TOWN violates any of the covenants, agreement, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement or suspend payment in whole or in part by giving TOWN notice and specifying an effective date at least ten (10) days before the effective date of termination or suspension. COUNTY shall exercise such right only upon recommendation of the Resource Recovery Board.
- 7.3 Notwithstanding the above, TOWN shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by TOWN, and COUNTY may withhold any payments to TOWN, for the purposes of set off until such time as the exact amount of damages is determined, provided however that TOWN damages to the COUNTY shall not exceed monies paid to TOWN by COUNTY hereunder.
- 7.4 In the best interest of the Resource Recovery Board's overall recycling and education program or Project, either party may terminate this Agreement upon giving thirty (30) days' notice of its intent and stating its reasons for doing so.
- 7.5 In the event of termination, TOWN shall submit a final request for reimbursement or report on the unspent grant funds on the Report of Recycling and Education Grant Expenditures Form to COUNTY within thirty (30) days. With this final report, TOWN shall return to COUNTY any reimbursed funds paid to TOWN by COUNTY, which were from the DEP for any and all expenditures deemed not directly related to the grant funds. The COUNTY shall in turn return such funds to the DEP under the terms of this Grant Agreement.

**ARTICLE 8**  
**INDEMNIFICATION**

TOWN is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

## ARTICLE 9 MISCELLANEOUS

### 9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by TOWN, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by TOWN to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to TOWN shall be withheld until all documents are received as provided herein.

### 9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of TOWN that are related to this Project. TOWN shall keep such books, records, and accounts as may be necessary in order to record, complete and correct entries related to the Project.

TOWN shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to TOWN's records, TOWN shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by TOWN. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

9.3 NONDISCRIMINATION, EQUAL  
EMPLOYMENT OPPORTUNITY, AND  
AMERICANS WITH DISABILITIES ACT

TOWN shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. TOWN shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, TOWN shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

TOWN's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

TOWN shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

9.4 PUBLIC ENTITY CRIME ACT

TOWN represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid

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hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, TOWN further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether TOWN has been placed on the convicted vendor list.

9.5 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by TOWN pursuant to this Agreement shall be subject to the supervision of TOWN. In providing such services, neither TOWN nor its agents shall act as officers, employees, or agents of the COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.6 THIRD PARTY BENEFICIARIES

Neither TOWN nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Broward County Office of Integrated Waste Management  
Recycling & Contract Administration Division  
One North University Drive, Suite 400-B  
Plantation, Florida 33324

FOR TOWN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, TOWN shall not subcontract any portion of the work required by this Agreement.

TOWN represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.9 CONFLICTS

Neither TOWN nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with TOWN's loyal and conscientious exercise of judgment related to its performance under this Agreement.

TOWN agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, TOWN agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion,

which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude TOWN or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event TOWN is permitted to utilize subcontractors to perform any services required by this Agreement, TOWN agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

9.10 CONTINGENCY FEE

TOWN warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for TOWN, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for TOWN, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, COUNTY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.11 MATERIALITY AND WAIVER OF BREACH

COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.12 COMPLIANCE WITH LAWS

TOWN shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.13 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless

COUNTY or TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.14 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

9.16 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, TOWN and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project.

9.17 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN.

9.18 PRIOR AGREEMENTS ,

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained

herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.17 above.

#### 9.19 CERTIFICATION OF YEAR 2000 COMPLIANCE

The Year 2000 (Y2K) issue primarily concerns (but is not limited to) the ability of data processing systems to process year-date dependent data accurately beyond the year 1999 without any decrease in functionality. By signing this Agreement, TOWN certifies:

- 9.19.1 That all of TOWN's resources which will be utilized in connection with this Agreement and which may have an adverse impact on County or this Agreement due to the passage of time from December 31, 1999 to January 1, 2000 and beyond are Y2K compliant, including without limitation any hardware, software, firmware, microcode, or imbedded technology; or
- 9.19.2 If any of TOWN's resources which will be utilized in connection with this Agreement and which may have an adverse impact on County or this Agreement due to the passage of time from December 31, 1999 to January 1, 2000 and beyond are not Y2K compliant, TOWN agrees to and shall change, upgrade, improve or otherwise modify such resources so that such resources are Y2K compliant on or before January 1, 2000.

TOWN shall include the requirements of this Section in all subcontracts and other agreements TOWN enters into for goods or services provided for or provided in connection with this Agreement.

#### 9.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," "C," and "D" are hereby incorporated into and made a part of this Agreement.

9.21 MULTIPLE ORIGINALS

This Agreement may be fully executed in three (3) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 10  
UNCONTROLLABLE FORCES

Neither COUNTY nor TOWN shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and TOWN, signing by and through its Mayor/Manager duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and Ex Officio  
Clerk of the Board of County  
Commissioners of Broward  
County, Florida

\_\_\_\_\_  
Chair  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by the Office of  
County Attorney, Broward County, Florida  
EDWARD A. DION, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
CAROL S. WOLFF  
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR  
THIRTEENTH YEAR RECYCLING GRANT PROGRAM

TOWN

ATTEST:

DAVIE

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor or Manager

(SEAL)

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Approved as to form:

\_\_\_\_\_  
ATTORNEY

CSW:rl  
recycl00.DA  
10/20/00  
00-082.03

# BROWARD COUNTY

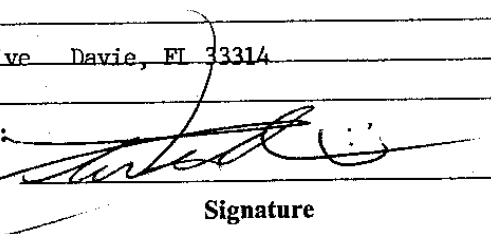
## YEAR 13 (FY 2000 - 2001)

### RECYCLING & EDUCATION GRANT APPLICATION

Name of City : Town of Davie

Official Address of City: 6591 Orange Drive Davie, FL 33314

Telephone Number: 954-797-1000

Name and Signature of Authorized Official: Christopher Wallace 

Name (Print) Signature

Name of Recycling Contact Person: Susan Dean

Address: 6591 Orange Drive Davie, FL 33314

Telephone Number: 954-797-1042

Employer Identification Number: 69-6046527

Is recycling mandatory in your municipality? Yes No

Commercial X

Residential X

#### SUMMARY OF RECYCLING EXPENSES FOR YEAR 13

Please give a short description of how grant funds will be used	Grant funds to be expended	City funds to be expended	Total
Purchase of residential and commercial containers	\$6,234.00	0	\$6,234.00
Recycling coloring books & activity books	\$6,000.00	0	\$6,000.00
<b>Total Funds</b>	<b>\$12,234.00</b>	<b>0</b>	<b>\$12,234.00</b>

**PLEASE RETURN THE COMPLETED APPLICATION TO THE ADDRESS BELOW NO LATER THAN AUGUST 1, 2000.**

Recycling and Contract Administration Division  
201 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Att. Jim Bock, Manager, Recycling Programs

Please give a concise summary of your recycling programs and projects planned for Year 13 including residential (single/multi-family) and commercial programs. Please give enough detail to be used in our grant application.

The Town of Davie has grown considerably in the past few years. The focus for Year Thirteen will be to increase the participation in multi family complexes with particular emphasis being placed on newer, more recent developments.

The Town will also emphasize education particularly through recycling coloring books and recycling activity booklets that will be given out at all Town events. This method of education has been extremely successful in the past and has been requested by residents to be continued.

Describe your municipalities procurement policies that promote purchase of recycled content products. Please include when the policies began, whether the policies are mandatory or voluntary, and what kind of materials are purchased. Also describe any problems or obstacles to increased procurement of recycled materials in your city. **PLEASE PROVIDE COPIES OF ANY ORDINANCES OR WRITTEN POLICIES PROMOTING PURCHASE OF RECYCLED CONTENT PRODUCTS.**

In 1990, the Town of Davie adopted a policy regarding the purchase of recycled paper throughout the Town. The Town of Davie Procurement procedures focus on competitive pricing. We "piggy-back" competitively bid contracts whenever possible as these prices tend to be the lowest. Davie has in the past, purchased recycled items to equip park sites and improve ball fields. "Buy Recycled" picnic benches and tables have been used in parks all over Davie, and the product "Rebound has been used in two parks. The product "EquestriFoot" has also been used in our equestrian center and all products have received highest rating by the community. Davie began a battery recycling program last year that is carried out in seven locations throughout the Town Hall Complexes, Police Departments, Fire Stations Utilities and Public Works Departments.

Discuss a best guess estimate of the potential impact on your program of a 50% and 100% cut in the grant. Include parts of your program that would be cut back or eliminated, what parts of your programs would become priorities and be funded through local revenue sources and an estimate of how tonnages might be affected.

With a 50% cut in grant funds, the Town would still be able to continue its recycling program. As in the past, the area that would be most severely affected would be the "Buy Recycled" program. The Town has passed a referendum for a bond issue to expand Parks and Recreation, which will significantly increase the number of Parks. The Town currently has no funds dedicated towards the purchase of recycled items and relies solely upon grant dollars. With a 50% reduction rate in grant funds, any available money would be put towards the purchase of both single family and multifamily containers which will be a necessity as the Town continues to expand. However, the priority area would again remain the same as last year, that of public education. The Town would continue to produce educational flyers as necessary and continue to publish recycling information in the Davie Update, the Town newspaper which is distributed by mail to 39,000 residences. I would not expect to see any reduction in tonnage.

With a 100% cut in grant funding, the Town would still continue its recycling program. Again, as in the 50% reduction, the area most affected would be the "Buy Recycled" area. With the anticipated passage of the Parks and Recreation Bond Issue, all available dollars will be spent on the addition of new parks and the refurbishing of older equipment in the established parks, and therefore the additional costs of purchasing recycled items would not be included. Local revenues would be spent on the purchase of single and multi-family containers as well as a continuing educational program.

**ATTACHED ARE 2 TABLES FOR YOU TO COMPLETE FOR YOUR CITY (completed samples are on the back).**

OFFICE OF INTEGRATED  
WASTE MANAGEMENT

TABLE 9  
TIMETABLE FOR THE CONTINUED DEVELOPMENT and IMPLEMENTATION  
OF RECYCLING/WASTE REDUCTION PROGRAMS

2000 SEP 13 AM 11: 53

(October 1, 2000 - September 30, 2001)  
Note: Refer to Grant Application Item 5(f)

OPEN DATA FILE before pushing button, do not alter any formats, do not enter information in shaded areas.

COUNTY:

Florida

Sector Program Elements	FFY 99-00												FFY 00-01											
	Events (a)																							
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Single Family																								
1. Containers	P	P	P	P	P	P	R	R	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
2. Education Materials	P	P	P	P	P	P	R	R	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
3.																								
4.																								
5.																								
6.																								
Multi-Family																								
1. Containers	P	P	P	P	P	P	R	R	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
2.																								
3.																								
4.																								
5.																								
6.																								
Commercial																								
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								
Institutional																								
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								

(a) Use this list of events. Additional event may be used and should be listed below. P - Planned, R - Procured, O - Operating, H - Hiring Key Staff, C - Contracting for Services, M - Executing Marketing Agreements  
Additional Events:

**TABLE 8  
LOCAL GOVERNMENT PROGRAM COST SUMMARY (a)  
(October 1, 2000 - September 30, 2001)**

**\*\*FILL OUT ONLY LOCAL  
FUNDS COLUMN**

*Note: Refer to Grant Application Item 5(e)*

<b>COUNTY:</b> Florida		<b>POPULATION (b):</b> 1,490,289	
<b>Cost Categories</b>	<b>R&amp;E Funds</b>	<b>Dollars Spent and Encumbered (c)</b>	
		<b>Local Funds (d)</b>	<b>Total</b>
<b>Equipment &amp; Building(e)</b>			
Public Sector(f)		0	
sub-total			
<b>Operating Services(g)</b>			
Public Sector(f)		0	
Private Sector Contracts(h)		\$1575	
sub-total			
<b>Planning/Engineering Studies(i)</b>			
Public Sector(f)			
Private Sector Contracts(h)			
sub-total			
<b>Public Education(j)</b>			
Public Sector(f)		\$7,000	
Private Sector Contracts(h)			
sub-total			
<b>Total Public Costs</b>		\$7,000	
<b>Total Private Contract Costs</b>		\$1,575	
<b>Grand Total Used</b>		\$8,575	
<b>Costs Per Capita</b>			
<b>Grant Award</b>			
<b>Remaining R&amp;E Funds Not Used(k)</b>			

- (e) Information requested in this table should include cost data for both the county government and the participating municipalities found within its borders.
- (b) Official April 1, 1997 Governor's Office population estimate.
- (c) Include all dollars spent or committed via a purchase order by the local government on recycling programs during the county fiscal year.
- (d) Any local revenues (non-R&E grants) such as tip fees, ad valorem taxes, special assessments, recycling fee via waste disposal bill, material sales revenue etc. spent on the recycling program.
- (e) Funds spent and encumbered for the acquisition of recycling equipment and recycling facilities.
- (f) Publicly funded and operated entities such as a county or city gov't, regional planning councils, public universities, school boards, etc. May include contracts or purchase orders with public entities.
- (g) Funds spent and encumbered for the acquisition of services relating to the collection, processing, marketing and sales of recycled material.
- (h) Privately owned and operated entities, including non-profit organizations, contracted or retained through a purchase order to provide services or products to the local gov't for its recycling program.
- (i) Funds spent and encumbered for the acquisition of planning and/or engineering products or services relating to the recycling program.
- (j) Funds spent and encumbered for the acquisition of educational products or services for schools or the general public relating to the recycling program.
- (k) All remaining R&E grant funds not spent or encumbered during the county fiscal year.



Jeb Bush  
Governor

# Department of Environmental Protection

Twin Towers Office Building  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

David B. Struhs  
Secretary

## DEPARTMENT OF ENVIRONMENTAL PROTECTION RECYCLING AND EDUCATION GRANT QUARTERLY/MONTHLY REIMBURSEMENT REQUEST

1. Grantee: \_\_\_\_\_

2. Grant Number: RE01-04 3. Payment Request Number: \_\_\_\_\_

4. Expenditures from \_\_\_\_\_ to \_\_\_\_\_  
5. Cumulative from \_\_\_\_\_ to \_\_\_\_\_

6. (a) Capital Costs-Equipment		
(b) Capital Costs-Solid Waste Weight Scales		
(c) Capital Costs-Construction		
(d) Capital Costs-Other		
7. (a) Operating Subsidies-Salaries		
(b) Operating Subsidies-Fringe Benefits		
(c) Operating Subsidies-Contracts		
(d) Operating Subsidies-Other		
8. (a) Recycling Planning Studies		
(b) Recycling Pilot Projects		
9. (a) Education Planning Studies		
(b) Education Pilot Projects		
10. Total Expenditures		
11. Grant Award		
12. Prior Reimbursements		
13. This Payment Request		
14. Total State Payments		
15. Balance of Award		

Page 1 of 2

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

Printed on recycled paper.

Page 2

Grant Number \_\_\_\_\_ Payment Request Number \_\_\_\_\_

In requesting this payment the undersigned represents that he/she is duly authorized to act on behalf of the recipient.

\_\_\_\_\_  
Signature of Authorized Representative (Not Stamp)

\_\_\_\_\_  
Date

Please return original to:

Annie McGirt, Grants Coord.  
Broward County Recycling &  
Contract Administration  
One N. University Dr., S-400-B  
Plantation, FL 33324

8/00

# Broward County Monthly Recycling Report

Exhibit C - for Recycling and Education Grant Application

Fax To: 577-2390 - ATTN: Recycling Statistics

E-Mail to: rburke@broward.org

Municipality: \_\_\_\_\_ For the Month of: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

COMMODITY	TONNAGE					Name of Recycler where materials are being taken
	Single Family	Multi Family	Drop-offs	Commercial	Other	
Newspaper						
Commingled Material						
Glass						
Aluminum Cans						
Plastic bottles						
Steel cans						
C & D debris						
Yard trash						
White Goods						
Tires						
Ferrous metals						
Non-ferrous metals						
Cardboard						
Mixed Paper						
Miscellaneous						
TOTAL TONS						
						TOTAL ALL TONS

Number of Units Serviced:

Single Family: \_\_\_\_\_ Multi-Family: \_\_\_\_\_ Drop off locations: \_\_\_\_\_

Please call 765-4202 extension 230 for additional help.



Jeb Bush  
Governor

# Department of Environmental Protection

Twin Towers Office Building  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400  
**RECYCLING & EDUCATION GRANT AGREEMENT**

David B. Struhs  
Secretary

**FOR STATE ASSISTANCE UNDER SECTION 403.7095, FLORIDA STATUTES**

## **PART I - GRANT NOTIFICATION INFORMATION**

1. Grant Number: RE01-04
2. Date of Award: July 1, 2000
3. Grant Title: **SOLID WASTE RECYCLING AND EDUCATION GRANT**
4. Grant Period: October 1, 2000 - September 30, 2001
5. Grant Amount: \$507,431

### Recycling and Education

Base Portion: \$197,173  
Incentive Portion: \$310,258

Total Grant Amount: \$507,431

6. Grantee(s): BROWARD COUNTY  
Address: 115 South Andrews Avenue  
Ft. Lauderdale, Florida, 33301
7. Federal Employer Identification Number: 59-6000531
8. Authorized Representative:  
Name: Roger Desjarlais  
Title: County Administrator  
Phone: 954-357-7350
9. Contact Person:  
Name: Jim Bock  
Address: Manager, Recycling Programs  
201 South Andrews Avenue  
Ft. Lauderdale, Florida, 33301  
Phone: 954-765-4202 Ext. 224
10. Total population of Grantee(s) from official April 1, 1999,  
Population Estimates: 1,490,289
11. Issuing Office:  
Florida Department of Environmental Protection  
Bureau of Solid and Hazardous Waste  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400  
(850) 488-0300

*"Protect, Conserve and Manage Florida's Environment and Natural Resources"*

*Printed on recycled paper.*

GRANT CONDITIONS

A. GENERAL CONDITIONS:

1. The method of payment, for the period October 1, 2000 through September 30, 2001, will be on a reimbursement basis for direct cost only.
2. The grantee shall elect to submit reimbursement requests on either a monthly or quarterly basis. The method chosen shall be followed for the entire grant period. An original of the reimbursement request, with summaries and appropriate contracts attached, shall be due on the last day of the month following the end of the reporting period (monthly or quarterly). Each reimbursement request shall be submitted in detail sufficient for pre audit and post audit review.
3. Grant funds may be expended through September 30, 2001. A final reimbursement request must be submitted no later than October 31, 2001.
4. Reimbursement requests must be signed by the designated Authorized Representative. This should be the same person who signed the grant agreement. If there is a change in the authorized representative during the grant period, the Department must be notified of the new representative by resolution or minutes of a commission meeting.
5. Expenditures shall be limited to allowable items as listed in Section 62-716.430 of the Solid Waste Grants Program Rule:
  - (a) Solid waste recycling grants shall be used to provide funding for recycling program capital costs, which include equipment purchases, solid waste scales, facility construction and other such costs approved by the Department.
  - (b) Grant funds may also be used for operating subsidies, provided that the applicant shall demonstrate that such a use is necessary for the success of the recycling program, and shall show how the subsidy will benefit the program.
  - (c) Recycling grant funds shall be used for projects to assist local governments in recycling paper, glass, plastic, construction and demolition debris, white goods, and metals and in composting and recycling the organic material component of municipal solid waste.
  - (d) Solid waste education grant funds shall be used to promote recycling, volume reduction, proper disposal of solid wastes, and market development for recyclable materials. Up to 30 percent of grant funds may be used for planning studies to assess the feasibility and success of the recycling and education programs.
  - (e) All existing public and private recycling infrastructure shall be fully used to the extent possible when planning and implementing the local government recycling programs. Funds shall not be used for duplicating existing private and public recycling programs unless the applicant demonstrates that such existing programs cannot be integrated into the planned recycling program.

6. Each recipient of grant funds shall maintain accurate records of all expenditures of grant funds and shall assure that these records are available at all reasonable times for inspection, review or audit by Department personnel and other personnel authorized by the Department. Records shall be kept for a period of at least 3 years following the end of the grant period. The grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code.
7. Allowable costs may be charged to this agreement beginning either October 1, 2000, or the date this agreement is fully executed, whichever date is later.
8. Grant funds shall be included in the grantee's Annual Audit subject to the requirements of CH.215.97, F.S.. A copy of all Single Audits shall be submitted to the Department of Environmental Protection, Solid Waste Section, by March 31st of each year.
9. The Department has the right to terminate a grant award and demand refund of grant funds for non-compliance with the terms of the award or the Solid Waste Grants Program Rule 62-716. Such action may also result in the Department declaring the local government ineligible for further participation in the program until the local government complies with the terms of the grant award.
10. Grantee shall obtain all necessary construction-related permits before initiating construction.
11. The State of Florida's performance and obligation to pay under this grant agreement is contingent upon receipt of funds presently anticipated from the Florida Department of Revenue.
12. Travel expenses incurred are included in the amount of this grant and no additional travel expenses will be authorized. Any requests for reimbursement of travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
13. The Department reserves the right to unilaterally cancel this contract for refusal by the grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the grantee in conjunction with this grant.
14. The Grantee is prohibited from using grant funds for the purpose of lobbying the Legislature or a State Agency.

OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the local government(s) of Broward County, and the cities of Coconut Creek, Cooper City, Coral Springs, Dania, Davie, Deerfield Beach, Ft. Lauderdale, Hallandale, Hillsboro Beach, Hollywood, Lauderdale-by-the-Sea, Lauderdale Lakes, Lauderhill, Lazy Lake Village, Lighthouse Point, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Sea Ranch Lakes, Sunrise, Tamarac, Weston and Wilton Manors for all allowable costs incurred up to and not exceeding \$ 507,431.

Grant Application dated 06/27/00, included herein by reference.

THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

John M. Ruddell  
John M. Ruddell, Director  
Division of Waste Management

8/11/00  
Date

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient county, and (2) the recipient agrees to the general and special conditions.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:

R. Desjarlais  
Signature of Authorized Representative  
Roger Desjarlais  
County Administrator

10/3/00  
Date

Please return to:

Department of Environmental Protection  
Bureau of Solid and Hazardous Waste  
Solid Waste Section - M.S. # 4565  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400





## FY 2000 - 2001

Date \_\_\_\_\_

13th Year Grant Amount

**Broward County  
Recycling and Contract Administration  
One North University Drive, Suite 400-B  
Plantation, FL 33324**

**RECYCLING AND EDUCATION GRANT  
AUTHORIZED SIGNATURE FORM  
FY 2000 - 2001 (YEAR 13)**

**CITY OF** \_\_\_\_\_

THE FOLLOWING TWO (2) PERSONS ARE THE FISCAL OFFICERS FOR THE RECYCLING PROGRAM AND ARE DESIGNATED TO MAKE FINANCIAL AUTHORIZATION ON THE CITY'S BEHALF FOR ALL MATTERS PERTAINING TO THE RECYCLING & EDUCATION GRANT FUNDS:

**LEVEL 1** \_\_\_\_\_  
Signature Print Name

**LEVEL 2** \_\_\_\_\_  
Signature Print Name

**CITY MANAGER/MAYOR**

\_\_\_\_\_  
Signature Print Name

**Return to:** Broward County  
Recycling and Contract Administration Division  
One North University Drive, Suite 400-B  
Plantation, FL 33324  
Attn: Annie McGirt, Contract/Grants Administrator